GENERAL TERMS (2014v1)

1. INTRODUCTION

1.1 **Agreement and Order of Precedence.** A reference to "**Agreement**" means:

(A) the Enterprise Licensing Terms, consisting of:

(1) these General Terms;

(2) the applicable exhibits; and

(3) the applicable Product Descriptions and Metrics; and

(B) the Sales Order.

If there is any inconsistency between any of the above parts, the part listed later will prevail (to the extent of the inconsistency) over a part listed earlier.

1.2 **Definitions**

(A) "**Adobe**" means one or both of the following:

(1) If the Products and Services are licensed in the United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located:

Adobe Systems Incorporated (a Delaware corporation, of 345 Park Avenue, San Jose, California 95110, USA).

(2) If the Products and Services are licensed in all other countries:

Adobe Systems Software Ireland Limited (an Irish company, of 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland).

(B) "**Adobe Partner**" means an entity that is appointed by Adobe to process orders from end users, or a reseller of Products and Services to end users.

(C) "**Adobe Technology**" means technology owned by Adobe or licensed to Adobe by a third party (including the Products and Services, Reports, software tools, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects and Documentation, network designs, processes, know-how, methodologies, trade secrets, and any related intellectual property rights throughout the world), and suggestions made to Adobe that are incorporated into any of the foregoing (which will be deemed assigned to Adobe), as well as any of the derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.

(D) "**Affiliate**" means, for a Party, any other entity that controls, is controlled by or under common control with the Party. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.

(E) "**Claim**" means a claim, action, proceeding, or demand made against a person or entity, however arising and whether present or future, fixed or unascertained, actual, threatened or contingent.

(F) "**Computer**" means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or software applications.

(G) "**Confidential Information**" means a Discloser's or Discloser's Affiliates' non-public information (including copies, summaries, and extracts): (i) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (ii) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labeled as "confidential", and delivered to Recipient or Recipient's Affiliate (as applicable) within 15 days after disclosure. The Party disclosing Confidential Information is referred to as "Discloser" and the Party

receiving Confidential Information is referred to as "Recipient". Confidential Information does not include information that:

(1) is or becomes generally publicly available at or after the time of disclosure through no fault of either Recipient or Recipient's Affiliate;

(2) was known to Recipient or Recipient's Affiliate (as applicable), free of any confidentiality obligations, before its disclosure by either Discloser or Discloser's Affiliate;

(3) becomes known to Recipient or Recipient's Affiliate (as applicable), free of any confidentiality obligations, from a source other than either Discloser or Discloser's Affiliate; or

(4) is independently developed by either Recipient or Recipient's Affiliate without use of Confidential Information.

(H) "**Customer**" means the entity identified in the Sales Order as "Customer" or otherwise identified in the Sales Order as the end user customer.

(I) "**Development Software**" means On-premise Software licensed for use in a non-production, technical environment solely for internal development and testing authorized under the PDM.

(J) "**Distributed Code**" means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for use of the On-demand Services or Managed Services.

(K) "**Documentation**" means: (A) for On-premise Software, the technical user manual describing the features and functionalities of the applicable On-premise Software, as provided by Adobe and generally available in PDF format in the software or via www.adobe.com; and (B) for On-premise Software that does not have a technical user manual, Managed Services or On-demand Services, the description of the software or service contained in the PDM applicable to the service or software. "Documentation" does not include any forum or content contributed by any third party.

(L) "**Effective Date**" means the effective date stated in the Sales Order.

(M) "**Enterprise Licensing Terms**" is described in section 1.1 of these General Terms.

(N) "**Evaluation Software**" means On-premise Software licensed for internal evaluation purposes in a non-production environment.

(O) "**Indemnified Technology**" means On-demand Services, Managed Services or On-premise Software, or both (as applicable) paid for by Customer, but excludes any sample code, SDK, open source, trial or Evaluation Software, pre-release software, not-for-resale software, and software provided free of charge.

(P) "**License Metric**" means each of the per-unit metrics specified by Adobe concerning the licensed quantities in the Sales Order, to describe the scope of Customer's license to use the Products and Services.

(Q) "**License Term**" means the duration of the license granted for the On-demand Services, Managed Services or On-premise Software (as applicable), as specified in the Sales Order, or any shorter term arising from a termination of this Agreement.

(R) "**Loss**" means any damage, loss, cost, expense, or liability incurred by a person or entity.

(S) **"Managed Services"** means the enterprise solutions hosted by or on behalf of Adobe (and Distributed Code, where applicable) in a single-tenant environment, as set out in the Sales Order and identified as "Managed Services" in the applicable PDM. Adobe may use virtualization technologies at different layers to mimic the concept of dedicated resources (e.g., processing, networking, message center servers, etc.) to create a single tenant environment for Customer.

(T) "**On-demand Services**" means the enterprise solutions hosted by or on behalf of Adobe (and Distributed Code, where applicable), as set out in the Sales Order and identified as "On-demand Services" in the applicable PDM.

(U) "**On-premise Software**" means the software set out in the Sales Order and identified as "On-premise Software" in the applicable PDM.

(V) "**Party**" means Adobe or Customer, as applicable.

(W) "**Products and Services**" means one or more of the following procured by Customer: On-premise Software, On-demand Services, Managed Services, or Professional Services, as set out in the Sales Order.

(X) "**Product Descriptions and Metrics**" or "**PDM**" means the Product Descriptions and Metrics document that describes the Products and Services and the terms that apply to their use.

(Y) "**Professional Services**" means any consulting, training, implementation, or technical services provided by Adobe to Customer, as set out in the "Adobe Professional Services" section of the Sales Order.

(Z) "**Sales Order**" means the sales order form, statement of work, purchase authorization letter, or other written document for the Products and Services that is either (A) executed between Adobe and Customer; or (B) if no such documents are executed between Adobe and Customer and Customer is purchasing through an Adobe Partner, executed between Customer and the Adobe Partner.

2. PAYMENT OF FEES

This section 2 (Payment of Fees) applies only if Customer orders the Products and Services directly from Adobe. If Customer orders the Products and Services from an Adobe Partner, the payment terms are as agreed between Customer and the Adobe Partner.

2.1 **Payment.** Customer must pay the fees according to the payment terms in the Sales Order. All invoices will only be delivered electronically to Customer. Adobe may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any fees that are unpaid as of the date of termination or expiration will be immediately due and payable. Customer must provide a detailed remittance advice with each payment to Adobe via email to sjar@adobe.com no later than the date of the payment. If Customer is not a publicly-traded corporation, upon Adobe's request, Customer will provide the necessary financial documents to allow Adobe to ascertain the credit-worthiness of Customer.

2.2 **Failure to Pay.** If Customer fails to pay any amount due under this Agreement within 15 days of the date of Adobe's notice of Customer's failure to pay, Adobe may, in its sole discretion, terminate this Agreement or the applicable Sales Order or suspend or restrict provision of the Products and Services.

2.3 **Disputes.** If Customer believes in good faith that Adobe has incorrectly billed Customer, Customer must contact Adobe in writing within 30 days of the invoice date, specifying the error. Unless Customer has correctly notified Adobe of the dispute, Customer must reimburse Adobe's reasonable collection costs. Customer must pay the undisputed portions of Adobe's invoice as required by this Agreement.

2.4 **Taxes.** Prices do not include applicable taxes. The following applies only if Customer orders the Products and Services directly from Adobe: Adobe will invoice Customer for any applicable taxes, and Customer must pay these taxes. Where applicable, Customer must provide a tax-exemption claim to Adobe before placing an order.

3. DELIVERY

On-premise Software is deemed to be delivered and accepted by Customer on the earlier of the date the On-premise Software is made available for electronic download or, if applicable, the date that Adobe ships the tangible media (e.g., CD or DVD) containing the On-premise Software FOB origin. On-demand Services or Managed Services are deemed to be delivered and accepted on the License Term start date.

4. OUTSOURCING AND THIRD-PARTY ACCESS

4.1 Customer may allow a third-party contractor to use and access the Products and Services solely to operate the Products and Services on Customer's behalf, but only if:

(A) upon Adobe's request, Customer provides Adobe with written notice;

(B) Customer ensures that (1) the contractor complies with the terms of this Agreement on the same basis as the terms apply to Customer: and (2) Adobe has the right to enforce this Agreement directly against the contractor;

(C) the use or access by the contractor is only for Customer's direct business purposes; and

(D) Customer remains liable for any act or omission of the contractor.

4.2 For clarification, the rights granted under this section 4 (Outsourcing and Third-Party Access) do not modify the License Metric or increase the number of licenses granted under this Agreement.

5. CONFIDENTIALITY

5.1 **No Use or Disclosure.** Recipient will only use Confidential Information for the purposes of this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this section 5 (Confidentiality). Recipient will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.

5.2 **Required Disclosure.** Recipient may disclose Confidential Information:

(A) as approved in a writing signed by Discloser;

(B) as necessary to comply with any law or valid order of a court or other governmental body; or

(C) as necessary to establish the rights of either Party,

but only if, in the case of section 5.2(B) and section 5.2(C), Recipient (1) promptly notifies Discloser of the details of the required disclosure; and (2) gives Discloser all assistance reasonably required by Discloser to enable Discloser to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

5.3 **Responsibility for Representatives and Affiliates**. Recipient is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the Recipient under this section 5 (Confidentiality).

6. TERM AND TERMINATION

6.1 **Term.**

This Agreement applies to each Product and Service from the Effective Date until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under this Agreement.

6.2 **Termination for Cause.**

(A) **Material Breach by Either Party.** If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement, in whole or in part.

(B) **Breach of Confidentiality Provisions.** If a Party is in breach of any confidentiality provisions of this Agreement, the non-breaching Party may terminate this Agreement, in whole or in part, immediately by giving the breaching Party written notice of the breach.

(C) **Other Breaches.** Adobe may terminate this Agreement, in whole or in part, immediately upon written notice to Customer, if Customer breaches section 7.2 (No Modifications) of these General Terms.

6.3 **Survival.**

The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, privacy, content monitoring, and the "General Provisions" section in these General Terms.

7. INTELLECTUAL PROPERTY

7.1 **Ownership.** Adobe and its licensors own the Adobe Technology.

7.2 **No Modifications.** Customer must not modify, create derivative works of, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code in, any Adobe Technology. These restrictions will not apply to the extent they limit any non-waivable right Customer may enjoy under applicable law.

8. INDEMNIFICATION

8.1 **Adobe's Duty to Indemnify.** Adobe will defend any third-party Claim against Customer during the License Term to the extent the Claim alleges that (A) the Indemnified Technology directly infringes the third party's patent, copyright, or trademark; or that (B) Adobe has misappropriated the third party's trade secret ("**Infringement Claim**"). Adobe will pay Customer the Losses (including reasonable legal fees) that are directly attributable to an Infringement Claim and are either finally awarded by a court of competent jurisdiction against Customer or agreed to in a written settlement agreement signed by Adobe.

8.2 **Adobe's Response.** In the defense or settlement of any Infringement Claim, Adobe may, at its sole option and expense:

(A) procure for Customer a license to continue using the Indemnified Technology under the terms of this Agreement;

(B) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; or

(C) terminate Customer's license and access to the Indemnified Technology (or its infringing part) and refund:

(1) in the case of On-demand Services, Managed Services or On-premise Software licensed for a limited term, any prepaid unused fees as of the date of termination; or

(2) in the case of On-premise Software licensed for a perpetual term, an amount equal to the pro-rata value of the On-premise Software, calculated by depreciating the fee paid by Customer for the On-premise Software on a straight-line basis using a useful life of 36 months from the date of initial delivery of the On-premise Software,

but only if Customer purges all copies of the On-premise Software (and related materials from all computer systems on which it was stored) and returns to Adobe all physical copies of the On-premise Software and related materials.

8.3 **Conditions to Indemnification.** Adobe will have no liability for any Infringement Claim:

(A) that arises from any:

(1) use of the Indemnified Technology in violation of this Agreement;

(2) modification of the Indemnified Technology by anyone other than Adobe or a party authorized in writing by Adobe to modify specific code within the Indemnified Technology;

(3) failure by Customer to install the latest updated version of the Indemnified Technology as requested by Adobe to avoid infringement; or

(4) third-party products, services, hardware, software, or other materials, or combination of these with Indemnified Technology if the Indemnified Technology would not be infringing without this combination; or

(B) if Customer fails to:

(1) notify Adobe in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Adobe is prejudiced by this failure;

(2) provide Adobe with reasonable assistance requested by Adobe for the defense or settlement (as applicable) of the Infringement Claim;

(3) provide Adobe with the exclusive right to control and the authority to settle the Infringement Claim (Customer may participate in the matter at Customer's own expense); or

(4) refrain from making admissions about the Infringement Claim without Adobe's prior written consent.

8.4 **Sole and Exclusive Remedy.** The remedies in this section 8 (Indemnification) are Customer's sole and exclusive remedies and Adobe's sole liability regarding the subject matter giving rise to any Claim that the Products and Services infringe or misappropriate any third party's intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 LIMITATION OF DAMAGES

(A) **In no event is either Party liable for any of the following arising out of or concerning this Agreement, however caused: special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits, use, or revenue; business interruption; or loss or corruption of data.**

(B) **The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter is limited to an amount equal to the aggregate of the fees that must be paid by Customer under this Agreement during the 12 months before the initial Claim.**

(C) **Sections 9.1(A) and 9.1(B) (Limitation of Liability) of these General Terms:**

(1) apply regardless of the form or source of Claim or Loss, whether the Claim or Loss was foreseeable, and whether a Party has been advised of the possibility of the Claim or Loss; and

(2) do not apply in any breach of any confidentiality provisions of this Agreement, Customer's use of Adobe Technology beyond the scope of any license granted under this Agreement, or Customer's failure to pay any amounts owing to Adobe under this Agreement.

9.2 **IMPLIED WARRANTIES. To the maximum extent permitted by law and except for the express warranties in this Agreement, Adobe provides the Products and Services on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Customer acknowledges that (A) neither Adobe, its Affiliates nor its third party providers controls Customer equipment or the transfer of data over communications facilities (including the Internet); and (B) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels). Adobe, its Affiliates, and its third party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.**

10. LICENSE COMPLIANCE

10.1 Adobe may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) comply with the terms of this Agreement.

10.2 For On-premise Software and any Distributed Code, the verification will require Customer to provide within 30 days of request (A) raw data from a software asset management tool of all On-premise Software and Distributed Code installed or deployed by or at the direction of Customer, including installation or deployment on servers owned by Customer or provided by third parties; (B) all valid purchase documentation for all On-premise Software and Distributed Code; and (C) any information reasonably requested by Adobe.

10.3 Any verification may include an onsite audit conducted at Customer's relevant places of business upon 7 days' prior notice, during regular business hours, and will not unreasonably interfere with Customer's business activities.

10.4 If the verification shows that Customer, its Affiliates or third-party contractors of Customer or its Affiliates are deploying, installing or using the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted under this Agreement, so that additional fees apply, Customer must pay the additional license fees and any applicable related maintenance and support fees based on Adobe's then-current, country-specific list price, within 30 days of invoice date. If use, deployment, or installation exceeds 5% of that which

is permitted under this Agreement, Customer must pay Adobe's reasonable costs of conducting the verification, in addition to paying the additional fees.

11. GENERAL PROVISIONS

11.1 **Assignment.**

(A) Customer may assign this Agreement in its entirety to a surviving person or entity under a merger or acquisition of Customer, upon written notice to Adobe, if the assignment does not expand the scope of the license granted in the Products and Services.

(B) Adobe may assign this Agreement (or a part of it) to its Affiliates or a surviving person under a merger or acquisition of Adobe or the assets of the business to which this Agreement relates, upon written notice to Customer.

(C) Except as provided in this section 11.1 (Assignment) of these General Terms, Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of Adobe.

11.2 **Governing Law, Venue.** This Agreement is governed by and construed under the laws of the state of California, without regard to any conflict of law rules or principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in the County of Santa Clara, state of California, provided however, Adobe will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement or to enforce its intellectual property rights.

11.3 **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, failure of third-party providers, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions.

11.4 **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

11.5 **Notices.** Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either Party): (A) to Adobe: ContractNotifications@adobe.com; and (B) to Customer: at Customer's email address stated on the Sales Order, or if Customer's Sales Order is with an Adobe Partner, at Customer's registered address. A notice is taken to have been received by email 3 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

11.6 **Customer Responsibility.** Customer is responsible for all acts and omissions of its Affiliates or any person or entity that Customer is permitted under this Agreement to allow the use of, or access to, the Products and Services.

11.7 **No Agency.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.

11.8 **Third-Party Beneficiaries.** Customer acknowledges and agrees that Adobe's licensors are third-party beneficiaries of this Agreement, with the right to enforce the obligations in this Agreement directly against Customer.

11.9 **Customer's Purchase Order.** Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe (or any other party, such as an Adobe Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Adobe.

11.10 **Waiver, Modification.** Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.

11.11 **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

11.12 **Counterpart.** This Agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

11.13 **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.

11.14 **Export Rules.** Customer acknowledges that the Products and Services may be subject to the U.S. Export Administration Regulations and other export laws and regulations, and Customer will comply with them.

11.15 **Adobe Partner Transactions.** If Customer orders Products and Services from an Adobe Partner under a Sales Order with the Adobe Partner ("Partner Sales Order"), notwithstanding anything to the contrary: (A) the terms of this Agreement apply to Customer's use of the Products and Services; (B) the Enterprise Licensing Terms (or any part of it) prevails over any inconsistent provisions in the Partner Sales Order; and (C) the Adobe Partner is solely responsible for any variations or inconsistencies between the Partner Sales Order and the order between the Adobe Partner and Adobe for the transaction. If Customer does not accept the terms of this Agreement, then Customer must not use or must immediately cease using the relevant Products and Services.

11.16 **U.S. Government Licensing**. For US Government end users: Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

EXHIBIT FOR ON-DEMAND SERVICES (2014v1)

Exhibit for On-demand Services, in addition to the General Terms, and any applicable PDM, applies to any On-demand Services offering licensed by the Customer.

1. DEFINITIONS

1.1 "**Customer Content**" means any information or material, such as audio, video, text, or images, that is provided to Adobe by Customer or on Customer's behalf in connection with Customer's use of the On-demand Services for content delivery, targeted advertising or indexing.

1.2 "**Customer Data**" means (A) any data or information collected from the Customer Site or Customer's search engine providers via the Distributed Code; or (B) any data or information that Customer imports into the On-demand Service from its internal data stores or other sources not supplied by Adobe.

1.3 "**Customer Site**" means any current or future website or application: (A) that is owned and operated by Customer, or is hosted or operated by a third party or Adobe on Customer's behalf; (B) that contains Customer's brand or logo; and (C) that contains a privacy policy or data collection practices that Customer maintains and controls, or that complies with applicable privacy or data protection laws that mandate the privacy disclosures and data collection practices for such website or application.

1.4 "**On-demand User**" means, unless otherwise described in this Agreement, Customer's employees, third-party contractors described in the "Outsourcing and Third-party Access" section of the General Terms, or those whom Customer is permitted under this Agreement to allow access to the On-demand Services.

1.5 "**Personal Data**" is given the meaning under the relevant privacy or data protection laws relating to this term or any similar term (such as "personal information") used in the laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used by Adobe to identify a specific natural person.

1.6 "**Report**" means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look and feel, which is generated by the On-demand Services.

1.7 **"Sensitive Personal Data"** is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as "sensitive personal information") used in the laws, or where no such laws apply, means financial information (including financial account information), sexual preferences, medical or health information, and personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act).

2. LICENSE AND RESTRICTIONS

2.1 License Grant from Adobe

(A) Subject to the terms of this Agreement, Adobe grants Customer, during the License Term, a non-transferable, non-exclusive, and worldwide license to:

(1) permit On-demand Users to access the On-demand Services through the applicable interfaces;

(2) install, implement, and use the Distributed Code on Customer Sites, Customer's Computers, or the On-demand Users' Computers as applicable;

(3) use and distribute Reports internally within Customer's business,

solely in connection with Customer's use of the On-demand Services for its internal operations. Nothing in this Agreement grants Customer any express or implied license to use, distribute, modify, copy, link, or translate the Distributed Code, other than for Customer's use of the On-demand Services.

2.2 License Restrictions

Except as permitted under this Agreement, Customer must not:

(A) copy, use, reproduce, distribute, republish, download, display, post or transmit the On-demand Services, Distributed Code or Reports;

(B) sell, rent, lease, host, or sub-license the On-demand Services, the Distributed Code or the Reports;

(C) make Customer's login IDs or passwords available to any third party;

(D) use, modify, copy, link, translate, or reverse engineer the Distributed Code to enhance or enable the use of any third-party product or service;

(E) remove, obscure, or alter any proprietary notices associated with the On-demand Services, Distributed Code, or Reports; or

(F) use the On-demand Services, Distributed Code, or Reports in violation of any applicable law (including use on websites that contain unlawful material such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws).

2.3 **On-demand User IDs.** Unless otherwise specifically limited in the Sales Order, On-demand User passwords and login IDs for the On-demand Services will be provided to Customer in an amount mutually agreed upon by Customer and Adobe. Customer must take steps to prevent unauthorized access to its login IDs and passwords, and must not allow the use of the same login ID simultaneously by two or more On-demand Users.

2.4 **License Grant from Customer**

(A) During the License Term, Customer grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data and Customer Content, solely to the extent necessary to provide the On-demand Services and Reports to Customer and enforce its rights under this Agreement.

(B) Additionally, Customer grants Adobe and its Affiliates a non-exclusive, perpetual, worldwide, and royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including combination with similar data of other customers of Adobe or its Affiliates), publish, display, and distribute any anonymous information derived from Customer Data, such as, but not limited to, web browser, screen resolution, and mobile device-type information.

3. OWNERSHIP

Customer owns the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology. Adobe owns the Adobe Technology.

4. TERMINATION OR EXPIRATION

4.1 Upon termination or expiration of this Agreement or any License Term for On-demand Services:

(A) the license and associated rights for On-demand Services granted to Customer under this Agreement will immediately terminate;

(B) Customer must, at its expense: (1) remove and delete all copies of the Distributed Code; and (2) remove all references and links to the On-demand Services from the Customer Sites; and

(C) Customer Data and Customer Content stored within the On-demand Services will be available to Customer for 30 days after the termination or expiration in the same format then available within the reporting interface(s).

4.2 Any continued use of the Distributed Code or On-demand Services after termination or expiration of this Agreement constitutes a breach of this Agreement, and Customer will be liable for any fees for any On-demand Services that remain active after the termination or expiration. These fees will be invoiced to Customer at the rate set out in the Sales Order.

5. PRIVACY

5.1 **Privacy Policy.** For Customer Site(s) on which Customer Data is collected or Customer Content is served, Customer agrees that the Customer Site(s) will feature a privacy policy or other notice, displayed conspicuously from the primary interface, that:

(A) discloses Customer's privacy practices;

(B) identifies the collection (via cookies, web beacons, and similar technologies, where applicable) and use of information gathered in connection with the On-demand Services; and

(C) offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the On-demand Services. Adobe reserves the right to recommend to Customer that it modify its privacy disclosures to address updates or changes to applicable law, industry self-regulation, or best practices, and Customer agrees to undertake a good faith effort to address such recommendation(s).

5.2 **Sensitive Personal Data.** Customer must not use the On-demand Services to collect, process, or store any Sensitive Personal Data of its employees, customers, partners, site visitors, or any third party. Customer must not transmit, disclose or make available Sensitive Personal Data to Adobe or third-party providers.

6. CLAIMS

6.1 Customer will defend any third-party Claims brought against Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers that arise in connection with:

(A) Customer's breach of any of its privacy or content monitoring obligations;

(B) any violation of Customer's privacy policy, third party's rights of privacy, or privacy or data protection laws, guidelines, regulations, codes, or rules; or

(C) any Customer Data or Customer Content.

Customer will indemnify Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers against their Losses directly attributable to the foregoing (A), (B) or (C) in this section and are either awarded by a court of competent jurisdiction against Adobe; assessed by a government agency or regulator; or agreed to in a written settlement agreement signed by Customer. The Limitation of Liability provision in the General Terms does not apply to Customer's liability or obligations under this section.

6.2 Customer will have no liability for any Claim under section 6.1 of this On-demand Exhibit if Adobe fails to:

(A) notify Customer in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Customer is prejudiced by this failure;

(B) provide Customer with reasonable assistance requested by Customer for the defense or settlement (as applicable) of the Claim;

(C) provide Customer with the exclusive right to control and the authority to settle the Claim (Adobe may participate in the matter at Adobe's own expense); or

(D) refrain from making admissions about the Claim without Customer's prior written consent.

7. CONTENT MONITORING

Customer must implement a process through which infringing, abusive, or otherwise unlawful content can be reported to Customer and removed in accordance with applicable laws, regulations, rules, guidelines, codes, and industry best practices. If Customer Content is hosted by Adobe, and Customer becomes aware of a possible violation regarding any Customer Content that is uploaded to the On-demand Service, Customer must promptly notify Adobe. Customer acknowledges that although the On-demand Services may be used to modify or edit Customer Content to be posted or integrated into Customer Sites on Customer's behalf, Customer: (A) retains complete control over each Customer Site and all Customer Content; and (B) remains fully responsible for ensuring that all Customer Sites used with the On-demand Services and all Customer Content: (1) comply with all applicable laws, regulations, rules, guidelines, and codes; and (2) do not infringe any person's or entity's rights. Customer acknowledges and agrees that nothing in this section prevents Adobe from suspending services to comply with an applicable court order.

8. LIMITED WARRANTY; REMEDIES

8.1 **Warranty.** Adobe warrants that the On-demand Services as delivered to Customer will substantially conform to the applicable Documentation during the License Term, to the extent the OnDemand Services constitute Indemnified Technology. Customer must notify Adobe of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared.

8.2 **Sole and Exclusive Remedies.** To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability arising out of or in connection with a breach of the warranty in section 8.1 (Limited Warranty; Remedies) of this Exhibit is limited to:

(A) a replacement of the Distributed Code (as applicable); or

(B) if replacement is not commercially reasonable, a termination of the applicable On-demand Service and a refund of any pre-paid unused fees for the applicable On-demand Service.

9. DATA RETENTION

Customer Data may be permanently deleted from Adobe's servers 25 months from the date of its collection or receipt.

Adobe PDM- Adobe® Connect™– On-demand (2014v1)

The Services described in this PDM are On-demand Services and are governed by the terms of the General Terms, the On-demandOn-demand Exhibit, this PDM, and the applicable Sales Order.

Adobe Connect – On-demand Service Description

Adobe Connect – On-demand allows for online collaboration using a Web browser, Adobe Flash, and an internet connection in a multi-tenant environment. Adobe Connect – On-demand may be licensed by Customer under one or more of the following modules:

1. Adobe Connect Meeting

1.1 **License Metrics.** Adobe Connect Meeting may be licensed under the Named Host, Concurrent User, or Seminar Room licensing metrics.

1.2 **Description.** Adobe Connect Meeting enables Meetings that Participants can access via a web browser with the Adobe Flash Player. It provides support for sharing rich content, including streaming audio, video and software simulations, and it enables multi-person video conferences.

1.3 **Service Limitations and Use Restrictions.**

(A) **Client Software**. Customer may use the Distributed Code solely in conjunction with the On-demand Service. If Customer has licensed Adobe Presenter in connection with access and use of the On-demand Service, as indicated on the Sales Order, then end user license agreement accompanying such software shall govern its use.

(B) **Customer Content.** Certain features of the On-demand Service enables Customer to specify the level at which such On-demand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. Customer acknowledges that the On-demand Service is automated and that Adobe will not access any Customer Content, except as reasonably necessary to perform the On-demand Service, such as: (i) respond to support requests; (ii) detect, prevent, or otherwise address fraud, security, or technical issues; or (iii) as expressly permitted under this Agreement.

(C) **Storage**. Customer Content may be stored on Adobe's servers at Customer's request, as necessary for Adobe to provide the On-demand Service. Customer is solely responsible for making and keeping backup copies of Customer Content. Adobe shall use commercially reasonable efforts to block the uploading of Customer Content to the On-demand Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Customer Content (whether or not processed by the On-demand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the On-demand Service.

2. Adobe Connect Training

2.1 **License Metrics.** Adobe Connect Training may be licensed under the Concurrent Learner licensing metrics.

2.2 **Description.** Adobe Connect Training provides course and curriculum management capabilities. This includes the capability to track On-demand User completion and course results using a dashboard or view reports for individual learners.

2.3 **Service Limitations and Use Restrictions.** See section 1.3.

3. Adobe Connect Events

3.1 **License Metrics.** Adobe Connect Meeting may be licensed under the Named Events Manager licensing metrics.

3.2 **Description.** Adobe Connect Events manages On-demand User registration, qualification, notification, automatic email reminders and tracking for Meetings and presentations. Adobe Connect Events module can provide detailed reports on attendee demographics, registrations, attendance, and answers to both registration questions and in-session polls.

3.3 **Service Limitations and Use Restrictions.** See section 1.3.

4. Adobe Connect Webcast

4.1 **License Metrics.** Adobe Connect Webcast may be licensed on a per-event basis.

4.2 **Description.** Adobe Connect Webcast enables very large Meetings with up to 70,000 Participants, which Participants can access via a web browser with the Adobe Flash Player. Adobe Connect Webcast may also include a team of event professionals as well as registration and reporting.

4.3 **Service Limitations and Use Restrictions.** See section 1.3.

Additional Terms.

6. License to Documentation. Customer may make and distribute copies of the Documentation for use by Users in connection with use of the On-demand Service in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.

7. Use of Online Services. The On-demand Service may facilitate Customer's access to APIs or other websites maintained by Adobe or its affiliates or third parties offering services (collectively, "**Online Services**"). Use of such Online Services may be subject to additional terms and conditions. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ONLINE SERVICES IS AT ITS OWN RISK.

8. Third Party Materials. Customer acknowledges and agrees that by a accessing or using the On-demand Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any violations of this Agreement to Adobe customer service.

9. VOIP. Customer may not use the On-demand Service where Voice Over IP is prohibited by local laws or regulations.

10. License Restrictions. Customer may not: (i) attempt to gain unauthorized access to service, materials, other accounts, computer systems, or networks connected to any Adobe server or to the On-demand Service, through hacking, password mining, or any other means; (ii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Service; (iii) engage in any systematic extraction of data or data fields (including email addresses) except as may be reasonably contemplated through the normal use of the On-demand Service; (iv) use the On-demand Service for malicious injection of dial tone multi-frequency commands; or (v) upload, record, publish, link to, or otherwise transmit or distribute Customer Content that would breach Customer's representations and warranties regarding Customer Content as described in Section 11 (Representations and Warranties Regarding Customer Content).

11. Representations and Warranties Regarding Customer Content. Customer represents and warrants that: (i) Customer is the owner, licensor, or authorized user of all Customer Content; (ii) Customer will not upload, record, publish, link to, or otherwise transmit or distribute Customer Content that: (a) incites, assists, or otherwise encourages violence or any illegal activities; (b) infringes or violates the intellectual property rights of any third party or Adobe, or any rights of publicity or privacy of any party; (c) is materially false, misleading, or inaccurate; (d) promotes or comprises objectionable or unlawful content or activity; (e) is harmful to minors; (f) contains any viruses or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Personal Data, or property of another; or (g) violates any law, statute, ordinance or regulation.

12. **Audio Conferencing**. Customer represents and warrants that it has the right to use the particular audio conferencing service Customer uses in conjunction with the On-demand Service.

13. **Limitations**. The On-demand Service is not designed or licensed for use in hazardous environments requiring fail-safe controls. Adobe, its affiliates, suppliers, licensors, and resellers specifically disclaim any express or implied warranty of fitness for such purposes.

14. **Investigations**. At any time Adobe becomes aware of any possible violations by Customer of this Agreement, Adobe reserves the right to investigate such violations and, at its sole discretion, terminate immediately Customer's license to the On-demand Service or remove Customer Content, without prior notice to Customer. If Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any law enforcement authorities. Adobe is entitled, except to the extent prohibited by applicable law, to disclose any information, including Personal Data, about Customer in Adobe's possession in connection with Customer's use of the On-demand Service to law enforcement or other government officials. Adobe will provide Customer with prior notice of any such disclosure where legally permissible.

15. **On-demand Service Termination or Suspension**. Notwithstanding anything else set forth in the Agreement, Adobe may at any time and upon written notice to Customer immediately terminate, suspend or restrict access to the On-demand Service if Adobe determines in its sole judgment that terminating, suspending or restricting access to the On-demand Service is advisable for material security risks, to protect Adobe from liability, or for the continued normal and efficient operation of the On-demand Service. Upon termination of the On-demand Service, Adobe reserves the right to delete any data files associated with Customer Content, Personal Data, or Customer's use of the On-demand Service.

16. **Trial Use of Service.** If Customer has subscribed to the On-demand Service on a trial basis, then Customer's use the On-demand Service is subject to terms of the Agreement and is limited as provided in the email communication from Adobe, or as provided in web pages describing trial use of the On-demand Service. This trial On-demand Service is subject to change and termination at Adobe's sole discretion.

17. **Third Party Software Notices**. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement.

18 **Customer Sites**. For purposes of this PDM, references to Customer Sites in the General Terms and On-demand Exhibit will not apply.

19 **Privacy.** The following will apply in place of the Privacy section of the On-demand Exhibit (2013v3) for the On-demand Services in this PDM.

19.1 **Personal Data.** Any Personal Data uploaded by Customer to the On-demand Service for purposes of sharing with Meeting Attendees shall be considered "Customer Content" as described in the Exhibit for On-demand Services, and will not be considered Personal Data. Customer will provide conspicuous notice regarding, and obtain and maintain consent from Participants for, (i) Customer's access, use, or disclosure of Personal Data of Participants; and (ii) Adobe providing the tools for Customer to perform the actions described herein. Customer will comply with all data privacy laws and rules applicable to Personal Data of Participants.

19.2 **Emails to Participants.** Emails related to the On-demand Service are generally sent to Participants by Customer, and not by Adobe. If applicable, Adobe may send emails to Participants in Customer's name as Customer's agent, at Customer's request, and on Customer's behalf. Customer is solely responsible for such emails and contents thereof.

19.3 **Recordings.** THE ON-DEMAND SERVICE MAY ALLOW CUSTOMER TO RECORD MEETINGS AND TO COLLECT AND UTILIZE AN ON-DEMAND USER'S PERSONAL DATA, VOICE, OR LIKENESS. Customer is responsible for ensuring collection of all any required consents and compliance with all any applicable restrictions and laws.

Additional Definitions.

20.1 **"Concurrent User"** means an individual licensed on a concurrent basis that may attend or host a Meeting, and is a type of On-demand User.

20.2 **"Concurrent Learner"** means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses, and is a type of On-demand User.

20.3 **"Meeting"** means an Adobe Connect meeting, seminar, or webcast, as applicable.

20.4 **"Meeting Attendees"** means individuals who attend a meeting, telephone conference, seminar or webcast enabled by the On-demand Service, and is a type of On-demand User.

20.5 **"Named Events Manager"** means an individual that has the ability to manage advanced registration for Adobe Connect events, branded event pages, additional email options, and absentee/attendee reporting for meetings, courses, curriculums, presentations and other content. A Named Events Manager is a type of On-demand User, and must be an individual, not a group or generic login, and a Named Events Manager license cannot be shared between more than one individual. A Named Events Manager license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; else written permission from Adobe is required.

20.6 **"Named Host"** means an individual that has the ability to host a Meeting with up to 100 total Meeting Attendees. A Named Host is a type of On-demand User, and may create an unlimited number of Meeting rooms; however, the Named Host can only use one room at any one time, and rooms cannot be accessed unless the Named Host is present. A Named Host must be an individual, not a group or generic login, and a Named Host license cannot be shared between more than one individual. A Named Host license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; else written permission from Adobe is required.

20.7 **"On-demand Service"** means, with respect to this PDM, the Adobe Connect – On-demand Hosted service.

20.8 **"Participant"** means a third party, including a Meeting Attendee, who interacts with the On-demand Service as a result of such party's relationship with (or connection to) Customer, and is a type of On-demand User.

20.9 **"Seminar Host"** means an individual employed or otherwise hired by Customer to administer the Seminar Room on behalf of Customer, and is a type of On-demand User.

20.10 **"Seminar Room**" means a Meeting room with a size that is set based on the number of seats purchased under that Seminar Room license. Customer may create an unlimited number of rooms, but only one Meeting can take place at any given time for each Seminar Room license purchased. A designated Seminar Host must be present in the room for the room to be accessed.